

245893

|                                  |   |                              |
|----------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA          | ) | BEFORE THE PUBLIC SERVICE    |
|                                  | ) | COMMISSION OF SOUTH CAROLINA |
| Third Amended Application of     | ) |                              |
| Fireman's Carry, LLC For Class E | ) | DOCKET NUMBER: 2012-363-T    |
| Household Goods Certificate      | ) |                              |

Table of Contents

|   |           |
|---|-----------|
| Third Amended Application   | Exhibit A |
| Fireman's Carry, LLC Tariff   | Exhibit B |
| Fireman's Carry Sample BOL (to be supplemented pending Certificate) | Exhibit C |
| Fireman's Carry Purchase Sale Agreement for Isuzu                   | Exhibit D |

**COPY**  
Posted: tod  
Dept: SA / ORS  
Date: 8/27/13  
Time: 9:43

**RECEIVED**

AUG 26 2013

PSC SC  
MAIL / DMS

# EXHIBIT A

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from  
John Doe dba Doe's Limo

Application of "FireMan's Carry LLC" for Class E  
Household Goods Certificate

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET  
NUMBER: 2012 - 363 - T

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print) Submitted by: Matthew E. Pecoy, McGrath Law Firm

Telephone: 843-606-2755

Address: 100 Queensborough Blvd #201

Fax: 843-388-7203

Mt. Pleasant, SC 29464

Other:

Email: mpecoy@mcgrathlawfirm.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> Application - Class A/A Restricted   | <input type="checkbox"/> Request for Name Change on Certificate             |
| <input type="checkbox"/> Application - Class C Taxi   | <input type="checkbox"/> Request to Amend Scope of Authority                |
| <input type="checkbox"/> Application - Class C Charter  | <input type="checkbox"/> Request to Amend Tariff (rate increase, etc.)      |
| <input type="checkbox"/> Application - Class C Charter Bus  | <input type="checkbox"/> Request to Amend Passenger Limit                   |
| <input type="checkbox"/> Application - Class C Non-Emergency  | <input type="checkbox"/> Request  |
| <input type="checkbox"/> Application - Class C Stretcher Van  | <input type="checkbox"/> Exhibit  |
| <input checked="" type="checkbox"/> Application - Class E Household Goods   | <input type="checkbox"/> Late-Filed Exhibit                                 |
| <input type="checkbox"/> Application - Class E Hazardous Waste  | <input type="checkbox"/> Letter   |
| <input type="checkbox"/> Application  | <input type="checkbox"/> Proposed Order                                     |
| <input type="checkbox"/> Request for Extension to Comply with Order   | <input type="checkbox"/> Publisher's Affidavit                              |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded | <input type="checkbox"/> Reservation Letter                                 |
| <input type="checkbox"/> Request for Cancellation of Certificate  | <input type="checkbox"/> Response   |
| <input type="checkbox"/> Request for Suspension   | <input type="checkbox"/> Return to Petition                                 |
| <input type="checkbox"/> Request for Reinstatement  | <input checked="" type="checkbox"/> Other: <u>Third Amended Application</u> |

AUG 26 2013  
PSC SC  
MAIL / DMS

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210  
(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF  
MOTOR VEHICLE CARRIER

Select Class: (Check one)

Date: 1 April 2013

- ☒ E (HHG) - Household Goods  
☐ E (HAZ) - Hazardous Material

**IMPORTANT!** If application is to amend scope of authority, a current annual report must be on file with the Commission before application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- ☒ New Application  
☐ Amended Scope of Authority

Current Scope:  
(list counties)

Amended Scope:  
(list counties)

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

FireMan's Carry LLC

46 Kennedy St. Charleston, SC 29403

Street Address of Applicant

Mailing Address of Applicant (if different from street address)

843-364-8658

Phone

FAX

firemanscarrymovers@gmail.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship
- ☐ Partnership - List names and address of all person having an interest in the business.
- ☐ Corporation - List names and addresses of two principal officers.

LLC: David Fleming, President

---

Todd Delamielleure, Director of Business Development

---

---

---

4. Applicant proposes to operate service as follows: (Check one.)

- ☒ Intrastate Only      ☐ Interstate Only      ☐ Both

5. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- ☐ Yes      ☒ No

*If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.*

6. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes      ☒ No

*If yes, list dates and nature of convictions below.*

---

7. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? ( Check one.)

- ☐ Yes      ☒ No

*If yes, list dates and nature of revocations below.*

---

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

## BALANCE SHEET

Balance at Time Application is Filed:

Month April Year 2013

**Assets:**

|                                       |             |
|---------------------------------------|-------------|
| Cash                                  | 500         |
| Receivables                           |             |
| Real Estate                           |             |
| Buildings and Equipment (Net)         | 300         |
| Motor Vehicles (Net)                  | 2000        |
| Garage Equipment (Net)                |             |
| Machinery and Tools (Net)             | 100         |
| Supplies on Hand                      | 300         |
| Prepays and Other Assets              |             |
| <b>Total Assets *</b>                 | <b>3200</b> |
|                                       |             |
| <b><u>Liabilities and Equity:</u></b> |             |
| Accounts Payable                      |             |
| Notes Payable                         |             |
| Mortgages Payable                     |             |
| Equipment Obligations                 |             |
| Accrued Salaries and Wages            |             |
| Other Accrued Obligations             |             |
| Other Liabilities                     |             |
| <b>Total Liabilities</b>              | <b>0</b>    |
|                                       |             |
| Capital Stock                         | 4000        |
| Retained Earnings                     | (800)       |
| <b>Total Equity</b>                   | <b>3200</b> |
| <b>Total Liabilities and Equity *</b> | <b>3200</b> |

\* Total Assets = Total Liabilities and Equity

## PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

\$90 PER HOUR , MINIMUM 4 HOURS

\*FOR FULL RATE LIST PLEASE REFERENCE ATTACHED BILL OF LADING AND TARIFF

## COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be Transported: (Check one)

☒ Household Goods, as defined in R103-210(1)

☐ Hazardous Wastes, as defined in R103-210(2)

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.

You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- |                                     |                                       |                                     |                                     |   |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville  | <input type="checkbox"/> Cherokee     | <input type="checkbox"/> Florence   | <input type="checkbox"/> Lee        | <input type="checkbox"/> Saluda               |
| <input type="checkbox"/> Aiken      | <input type="checkbox"/> Chester      | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington  | <input type="checkbox"/> Spartanburg          |
| <input type="checkbox"/> Allendale  | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion     | <input type="checkbox"/> Sumter               |
| <input type="checkbox"/> Anderson   | <input type="checkbox"/> Clarendon    | <input type="checkbox"/> Greenwood  | <input type="checkbox"/> Marlboro   | <input type="checkbox"/> Union                |
| <input type="checkbox"/> Bamberg    | <input type="checkbox"/> Colleton     | <input type="checkbox"/> Hampton    | <input type="checkbox"/> McCormick  | <input type="checkbox"/> Williamsburg         |
| <input type="checkbox"/> Barnwell   | <input type="checkbox"/> Darlington   | <input type="checkbox"/> Horry      | <input type="checkbox"/> Newberry   | <input type="checkbox"/> York                 |
| <input type="checkbox"/> Beaufort   | <input type="checkbox"/> Dillon       | <input type="checkbox"/> Jasper     | <input type="checkbox"/> Oconee     |   |
| <input type="checkbox"/> Berkeley   | <input type="checkbox"/> Dorchester   | <input type="checkbox"/> Kershaw    | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun    | <input type="checkbox"/> Edgefield    | <input type="checkbox"/> Lancaster  | <input type="checkbox"/> Pickens    |   |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield    | <input type="checkbox"/> Laurens    | <input type="checkbox"/> Richland   |   |

## DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

[illegible]



## INSURANCE QUOTE

This form **MUST BE COMPLETED AND SIGNED** by an **AUTHORIZED INSURANCE COMPANY REPRESENTATIVE**. The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

Fireman's Carry LLC

Name of Applicant

46 Kennedy Street, Charleston, SC 29403

Address of Applicant

**Amount of Premium:**

**Limits Quoted: (See Below)**

Liability Insurance \$ 2,479.00

Limits \$750K CSL, \$100K UM/UIM

Cargo Insurance \$ 1,000.00

Limits \$5K lmt, \$5K Disaster lmt

\* Attach Certificate of Insurance if available.

Liability- National Casualty Co. & Cargo- Great American. Both through the broker Burns & Wilcox  
Name of Insurance Company

Burns & Wilcox- 800 Arendell Street, Ste 200, Morehead City, NC 28557  
Home Office Address of Company

I am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

3/11/13  
Date



Authorized Insurance Company Representative's Signature

\* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

|  |            |
|--|------------|
| Vehicle liability for vehicles less than 10,000 lbs. GVWR  | \$ 500,000 |
| Vehicle liability for vehicles 10,000 lbs. or more GVWR  | \$ 750,000 |
| Cargo - For loss of or damage to property carried on any one motor vehicle                                       | \$ 2,500   |
| For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place | \$ 5,000   |

**NOTICE:**

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact Vickie Coker with the Department of Motor Vehicles at (803) 896-8457.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at [www.wcc.state.sc.us/self-insurance](http://www.wcc.state.sc.us/self-insurance).

**Exhibit Fit, Willing, and Able (FWA)**

DAVID FLEMING, FIREMAN'S CARRY LLC

Name

U.S.D.O.T No.

ICC No.

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes ☒ No ☐ Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory ☐ Conditional ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been places "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes ☒ No

3. Are there currently any outstanding judgment(s) against the Applicant?

☐ Yes ☒ No

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

☒ Yes ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
POST OFFICE DRAWER 11649  
COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 26, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 23A, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.



Applicant's Signature

PRESIDENT, FIREMAN'S CARRY LLC

Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA )

COUNTY OF \_\_\_\_\_ )

SWORN TO BEFORE ME

This 1st day of April, 2013

  
Notary Public

Commission Expires 2/8/2020

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

DAVID FLEMING, FIREMAN'S CARRY LLC

Applicant's Name

### Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and if familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392;395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

I, DAVID FLEMING, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

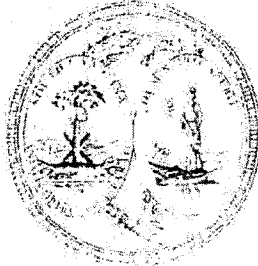
This 15<sup>th</sup> day of April, 2013

Colleen E. Currell  
Notary Public

Commission Expires 2/8/2020

[Signature]  
Applicant's Signature

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Existence**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

FIREMAN'S CARRY LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on September 17th, 2012, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
19th day of September, 2012.

*Mark Hammond*  
Mark Hammond, Secretary of State

SEP 17 2012

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF ORGANIZATION  
Limited Liability Company - Domestic  
Filing Fee - \$110.00

**TYPE OR PRINT CLEARLY IN BLACK INK**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws §33-44-202 and §33-44-203.

1. The name of the limited liability company (Company ending must be included in name\*)

FIREMAN'S CARRY LLC

\*NOTE: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C.", "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is

1337 Song Sparrow Way  
Street Address  
Hanahan SC 29410  
City Zip Code

3. The initial agent for service of process is

David Fleming *David Fleming*  
Name Signature of Agent

and the street address in South Carolina for this initial agent for service of process is

46 Kennedy St.  
Street Address  
Charleston SC 29403  
City Zip Code

4. List the name and address of each organizer. Only one than one.

120917-0076 FILED: 09/17/2012  
FIREMAN'S CARRY LLC

Filing Fee: \$110.00 ORIG



South Carolina Secretary of State

(a) David Fleming 46 Kennedy St.  
Name Street Address  
Charleston SC 29403  
City State Zip Code

Mark Hammond

(b) Todd Dehamielleure  
Name  
1337 Song Sparrow Way  
Street Address  
Hanahan SC 29410  
City State Zip Code

Name of Limited Liability Company \_\_\_\_\_

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. \_\_\_\_\_
6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.
- (a) \_\_\_\_\_  
Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (b) \_\_\_\_\_  
Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under §33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.
8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time.  
\_\_\_\_\_
9. Any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.
10. Each organizer listed under number 4 must sign.

TOD R.  
Signature of Organizer

Todd Delmonico  
Signature of Organizer

September 14, 2012  
Date

9/15/12  
Date

# EXHIBIT B



**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**

**TABLE OF CONTENTS**

|  |   |
|--|---|
| Title Page                                     | 1 |
| Table of Contents                              | 2 |
| Applicability of Tariff                        | 3 |
| <b><u>SECTION 1</u></b>                        | 4 |
| 1.0 Transportation Charges                     | 4 |
| 1.1 Hourly Rates and Charges                   | 4 |
| 1.2 Office Hours / Minimum Hourly Charges      | 4 |
| <b><u>SECTION 2</u></b>                        | 5 |
| 2.0 Additional Services                        | 5 |
| 2.1 Bulky Article Charges                      | 5 |
| 2.2 Elevator or Stair Carry                    | 5 |
| 2.3 Excessive Distance or Long Carry Charges   | 5 |
| 2.4 Pick Up and Delivery                       | 5 |
| 2.5 Packing and Unpacking                      | 6 |
| 2.6 Piano Charges                              | 6 |
| 2.7 Articles, Special Servicing                | 6 |
| 2.8 Waiting Time                               | 6 |
| <b><u>SECTION 3</u></b>                        |   |
| 3.0 Rules and Regulations                      | 7 |
| 3.1 Claims                                     | 7 |
| 3.2 Computing Charges                          | 7 |
| 3.3 Governing Publications                     | 7 |
| 3.4 Bill of Lading, Contract Terms, Conditions | 7 |
| 3.5 Items of Particular Value                  | 7 |
| 3.6 Delays                                     | 7 |
| <b><u>SECTION 4</u></b>                        |   |
| 4.0 Promotions                                 | 8 |
| 4.1 Military/Senior Citizens                   | 8 |

**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by FIREMAN'S CARRY MOVING COMPANY. These services are furnished between points and places throughout the State of South Carolina.

**SECTION 1****1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

**1.1 Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the FireMan's Carry office location, and the movers estimate return time to the office location.

**Number of Movers****Hourly Rate**

|                       |                          |
|-----------------------|--------------------------|
| Two Men and a Truck   | \$90.00                  |
| Three Men and a Truck | \$135.00                 |
| Four Men and a Truck  | \$180.00                 |
| Each Additional Man   | \$45.00 per man/per hour |

**1.2 Office Hours / Minimum Hourly Charges:**

FireMan's Carry LLC. will operate Monday – Friday, 9:00 am – 5:00 pm and Saturday and Sunday from 10:00am – 3:00pm.

|                             |                           |
|-----------------------------|---------------------------|
| Monday- Friday              | Four-Hour Minimum Charge  |
| Saturday- Sunday            | Four-Hour Minimum Charge  |
| Recognized Federal Holidays | Four- Hour Minimum Charge |

After the minimum hourly charge, the hourly rates are calculated in thirty-minute increments. Any interim charge is rounded up to the next thirty-minute increment. If customers cancel within 48 hours of their move, FIREMAN'S CARRY MOVING COMPANY will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

**SECTION 2****2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

**2.1 Bulky Article Charges (per item)**

- Floor Model Television (48" or above) - \$100
- Pool Tables- \$250
- Gun cabinet/safe - \$250
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$100
- Freezers - \$100
- Flat Screen Televisions (41" or above) with household goods \$100
- Golf Carts \$150

**2.2 Elevator or Stair Carry**

FIREMAN'S CARRY charges an additional fee of \$25 per floor above the 2<sup>nd</sup> floor for elevator or stair carry, in addition to those specified in Section 2.1 above.

**2.3 Excessive Distance or Long Carry Charges**

FIREMAN'S CARRY Charges an additional \$50 per hour for "long carry" moves. "Long carry" is charged when the loading ramp of the moving van is farther than 75 feet from the point of entry to the structure.

**2.4 Pick Up and Delivery**

FIREMAN'S CARRY charges \$25 for making additional pick- ups or deliveries after the initial stop.

**2.5 Packing and Unpacking**

**2.5.1** FIREMAN'S CARRY does not pack or unpack boxes. All small items to be moved must be packed by the customer. Clothes/garments may be left in the drawers of bureaus/dressers.

**2.5.2** FIREMAN'S CARRY is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. FIREMAN'S CARRY reserves the right to decline any moves consisting of extremely large or fragile items.

**2.6 Piano Charges**

FIREMAN'S CARRY charges \$250 per piano moved.

**2.7 Articles, Special Servicing**

Plumbed/electrical/gas hook-ups & connections are charged \$20 per connection per occurrence (charged 1 time to unhook, additional charge to connect at new address). Examples are appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

**2.8 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of FIREMAN'S CARRY.

**SECTION 3****3.0 RULES AND REGULATIONS****3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must immediately notify carrier of all claims for concealed damage. FIREMAN'S CARRY must be given reasonable opportunity to inspect damaged items in original packing.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, FIREMAN'S CARRY reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify FIREMAN'S CARRY immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

**3.2 Computing Charges**

FIREMAN'S CARRY rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

**3.3 Governing Publications**

FIREMAN'S CARRY rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

**3.4 Items of Particular Value**

FIREMAN'S CARRY does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters (continued...)

or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. FIREMAN'S CARRY will not

accept responsibility for safe delivery of such articles if they come into FIREMAN'S CARRY MOVING COMPANY's possession with or without FIREMAN'S CARRY MOVING COMPANY's knowledge.

### **3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of FIREMAN'S CARRY MOVING COMPANY's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

### **3.6 Delays**

FIREMAN'S CARRY shall not be liable for any damages, delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

## **SECTION 4**

### **4.0 PROMOTIONS**

FIREMAN'S CARRY MOVING COMPANY shall apply the following promotions, in a uniform and nondiscriminatory fashion:

#### **4.1 Public Safety Employees / Military / Senior Citizens**

A promotional rate of normal hourly service charges for moving items listed below will be applied for customers who are active duty, full time Fire/Police/EMS, active duty military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the FIREMAN'S CARRY office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

#### **Number of Movers**

#### **Hourly Rate**

|                       |                       |
|-----------------------|-----------------------|
| Two Men and a Truck   | \$80                  |
| Three Men and a Truck | \$110                 |
| Four Men and a Truck  | \$140                 |
| Each Additional Man   | \$30 per man/per hour |



# EXHIBIT C

[Home](#)
[Interstate & Military](#)
[State & Local](#)
[Inventory Tape & Labels](#)
[Promotional Items](#)
[Storage & Warehouse](#)
[Form Software](#)

800-999-6690

[Top](#) » [Catalog](#) » [Cart Contents](#)

[My Account](#) | [Cart Contents](#) | [Checkout](#)

Categories

[Revised Interstate \(7\)](#)  
[Interstate & Military \(58\)](#)  
[State & Local \(63\)](#)  
[Promotional Items \(9\)](#)  
[Storage & Warehouse \(22\)](#)  
[Inventory Tape & Labels \(24\)](#)

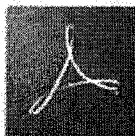
Search

[Find](#)  
[Advanced Search](#)

Information

[Shipping](#)  
[Privacy Policy](#)  
[Important Information](#)  
[Contact Us](#)

Download



Download Adobe Reader

## What's In My Cart?

| Remove                 | Product(s)   | Qty. | Total    |
|------------------------|--|------|----------|
| <a href="#">Remove</a> | Form No. 962SC South Carolina Bill Of Lading (500) | 1    | \$184.00 |

[Update](#)

**Sub-Total: \$184.00**

[Checkout](#)

Shopping Cart

1 x [South Carolina Bill Of Lading \(500\)](#)  
 \$184.00

Popular Products

[Container Seals](#)  
[Baggage Seals](#)  
[Inventory Tape](#)  
[Interstate Bill of Lading](#)  
[Descriptive Inventory](#)  
[Warehouse Receipt](#)  
[Military](#)

Industry News

New Jersey has revised all their forms effective April 1st, 2013. [Click here to view and order the new forms.](#)

Tradeshow Calendar

[Industry Convention Dates](#)

Links

[MoverTariffs.com](#)  
 (888) 414-1874  
 U.S. Surface Transportation Board Practitioner - Certified Tariffs

Friday 23 August, 2013

2560181 requests since Friday 10 August, 2007

Copyright © 2013 Milburn Printing  
 Powered by osCommerce

# UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

PSC

## MOVING & STORAGE, INC.

P.O. BOX  
SPARTANBURG, SC 29301  
PHONE: 864-

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO. 

SHIPPER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_  
NOTIFICATION OF WEIGHT & CHARGES  
SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐  
NOTIFY \_\_\_\_\_ TEL. \_\_\_\_\_  
ADDRESS \_\_\_\_\_

CONSIGNED TO \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_  
PREFERRED DELIVERY DATE(S)  
OR PERIODS OF TIME \_\_\_\_\_

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR  
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES  
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK  
WILL NOT BE ACCEPTED.

RECEIVED \_\_\_\_\_  
SUBJECT TO \_\_\_\_\_ ROUTING \_\_\_\_\_

GENERAL  
CONDITIONS:

RATES, RULES AND REGULATIONS IN

TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

### INVOICING

GOV'T. B/L No. \_\_\_\_\_  
BILL CHARGES TO \_\_\_\_\_

THIS SHIPMENT WILL MOVE SUBJECT TO  
THE RULES AND CONDITIONS OF THE CAR-  
RIER & TARIFF. ALL TERMS PRINTED OR  
STAMPED HEREON OR ON THE REVERSE  
SIDE HEREOF. SHIPPER HEREBY RELEASES  
THE ENTIRE SHIPMENT TO A VALUE NOT  
EXCEEDING THE CARRIER'S LI-  
ABILITY FOR LOSS AND DAMAGE WILL BE .50  
PER LB. PER ARTICLE UNLESS A GREATER  
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED \_\_\_\_\_  
Shipper \_\_\_\_\_ Date \_\_\_\_\_

### TIME RECORD

START \_\_\_\_\_  
FINISH \_\_\_\_\_  
AM AM Customers Initials  
PM PM Customers Initials

JOB HOURS \_\_\_\_\_  
TRAVEL TIME \_\_\_\_\_  
TOTAL HOURS \_\_\_\_\_

### TRANSPORTATION SERVICES HOURLY CHARGE

STRAIGHT TIME  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

OVERTIME SERVICES  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

TRAVEL TIME HOURS at \$ \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

PACKING \_\_\_\_\_

INSURANCE \_\_\_\_\_

TOTAL \_\_\_\_\_

DATE DELIVERED \_\_\_\_\_

DRIVER \_\_\_\_\_

### WEIGHT AND SERVICES

☐ SPACE RES. \_\_\_\_\_ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.

| GROSS  | TARE | NET | RATE | CHARGES |
|--|------|-----|------|---------|
| TRANSPORTATION _____ MILES   |      |     |      |         |
| ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)   |      |     |      |         |
| ADD'TL. TRANS. (SURCHARGE) <input type="checkbox"/> ORIG. <input type="checkbox"/> DEST. |      |     |      |         |
| EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____  |      |     |      |         |
| AT _____   |      |     |      |         |
| EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____  |      |     |      |         |
| PIANO HANDLING: OUT _____ IN _____ HOIST _____   |      |     |      |         |
| ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS  |      |     |      |         |
| WAREHOUSE HANDLING _____   |      |     |      |         |
| TRANSIT STORAGE: FROM _____ TO _____   |      |     |      |         |
| S.I.T. VALUATION CHARGE _____  |      |     |      |         |

### APPLIANCE SERVICES

ORIGIN DUE \_\_\_\_\_

DEST. DUE \_\_\_\_\_

### OTHER CHARGES

| CARTAGE: TO WHSE <input type="checkbox"/> FROM WHSE <input type="checkbox"/> ORIG <input type="checkbox"/> DEST <input type="checkbox"/> MI | QUANTITY |
|---|----------|
| BARRELS   | 5        |
| CARTONS LESS THAN 1 1/2   |          |
| CARTONS 1 1/2   |          |
| CARTONS 3   |          |
| CARTONS 4 1/2   |          |
| CARTONS 6   |          |
| CRIB MATTRESS   |          |
| WARDROBES (USE OF)  |          |
| MATTRESS CARTON NOT EXCEEDING 39 x 75   |          |
| MATTRESS CARTON NOT EXCEEDING 54 x 75   |          |
| MATTRESS CARTON EXCEEDING 54 x 75   |          |
| CRATES MIRROR CARTONS   |          |
| TOTAL PACKING   |          |

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L.

TOTAL CHARGES \_\_\_\_\_

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES  
ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_ WAREHOUSE \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

BY \_\_\_\_\_ PER \_\_\_\_\_  
(WAREHOUSEMAN'S SIGNATURE) DATE

## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coopersage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignee notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignee or owner of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignee shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignee stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignee (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignee to deliver said property to a consignee other than the shipper or consignee, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only, and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignee, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

# EXHIBIT D

Sale Date: 8/22/13

BUYER

SELLER

Stock #: 11860  
Name and address: FireMan's Carry LLC  
46 Kennedy St  
CHARLESTON, SC 29403  
County: CHARLESTON  
Co-Buyer: None

AMERI-TRUCK SALES, LLC  
19400 US HWY 19 N  
CLEARWATER, FL 33764  
727-501-0600

Home Phone:  
Work Phone:  
Cell Phone:

VEHICLE  
96 ISUZU FRR;  
VIN: JALF5A120T3700569  
Color(s): WHITE  
Mileage: 132,034

Drivers License: SC

Sales Price: \$11,500.00

Down Payment: \$11,500.00

TOTAL: \$11,500.00

Balance Remaining: \$0.00

PRICE INCLUDES 25' VAN BODY  
PAINTED WHITE

BUYERS ORDER CONTINGENT ON  
FIREMANS CARRY RECEIVING SC PUBLIC  
SERVICE COMMISSION APPROVAL FOR  
HOUSEHOLD GOODS CARRIER LICENSE ON  
8/28/2013 & FINAL BUYERS INSPECTION